FAX: (760) 930-5019

EMAIL: MIKECA@CALLAWAYGOLF.COM

TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL DOUBLE PATENTING REJECTION OVER A PENDING SECOND APPLICATION			Docket No. PU2153		
in to Application					
Application No. 10/604,520					
Filed: 7/28/04					
For: IRON GOLF CLUB HEAD					
The owner, CALLAWAY GOLF COMPANY of 100.00 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to the grant of any palent g granted on pending second Application Number 10/605,535 , filed on 10/6/2003 The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and illuring such period that it and any patent granted on the second application are commonly owned. This agreement runs with any patent granted on the instant application and Is binding upon grantee, its successors or assigns.					
In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the second application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.					
Check either box 1 or 2, if appropriate.					
1. For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.					
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.					
2. The undersigned is an attorney of record.	•				
	∠ Large enti	h v			
•	_	·	be paid as follows:		
The terminal disclaimer fee under 37 CFR 1.20(d) is	3110.0	o and is to	DO Para do remento		
☐ A check in the amount of the fee is enclosed.		h	lit on a compument		
The Director is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account Number500303					
Payment by credit card. Form PTO-2038 is attached.					
WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card Information and authorization on PTO-2038.					
PTO suggested wording for terminal disclaimer was					
☐ unchanged. ☐ changed (if changed, an explanation should be supplied.)					
111116	•	- O >	23 2002		
Milan A. alarma	•	Dated: Septen	MIDL ES, 2004		
Signature		I hereby certify tha	this correspondence is being		
Name and Address of Person Signing		sufficient postage as	Inited States Postal Service with first class mail in an envelope		
MICHAEL A. CATANIA		addressed to "Commis	ssioner for Patents, P.O. Bix 1450, 1450" [37 CFR 1.8(a)] on		
REG. NO. 36474 CALLAWAY GOLF COMPANY		/ ABXBRURB, VA 22313	(Date)		
2180 RUTHERFORD ROAD		1/100	a Hear		
CARLSBAD, CALIFORNIA 92008-7328		Signature of Pe	rson Mailing Correspondence		
TEL: (760) 930-8493		_	ISAN CLENN		

SUSAN GLENN

Typed or Printed Name of Person Malling Correspendence

TERMINAL DISCLAIMER TO OBVIATE A PROV	Docket No.				
PATENTING REJECTION OVER A PENDING SEC	COND APPLICATION	PU2153			
In re Application of: REYES					
Application No. 10/604,520					
Filed: 7/28/04					
For: IRON GOLF CLUB HEAD					
The owner, CALLAWAY GOLF COMPANY of 100.00 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to the grant of any patent granted on pending second Application Number 10/708,387, filed on 2/27/04 The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and ituring such period that it and any patent granted on the second application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.					
In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the second application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.					
Check either box 1 or 2, if appropriate.					
1. For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.					
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.					
2. The undersigned is an attorney of record.		· · · · · · · · · · · · · · · · · · ·			
3. Owner/applicant is ☐ Small entity ☒ L	arge entity				
The terminal disclaimer fee under 37 CFR 1.20(d) is	\$110.00 and is to	be paid as follows:			
☐ A check in the amount of the fee is enclosed.					
The Director is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account Number500303					
Payment by credit card. Form PTO-2038 is attached.					
WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.					
PTO suggested wording for terminal disclaimer was					
□ unchanged. □ changed (if changed, an explanation should be supplied.)					
Malal A Caternia	Dated: Sesten	fec 23, 2004			
Signature					
Name and Address of Person Signing MICHAEL A. CATANIA	deposited with the sufficient postage as addressed to "Commi	at this correspondence is being United States Postal Service with a first class mail in an envelope issioner for Patents, P.O. 8 ox 1450, -1450" (37 CFR 1.8(a)) on			
REG. NO. 36474	Middanuna, VA 22313	(Date)			
CALLAWAY GOLF COMPANY 2180 RUTHERFORD ROAD	Nim	Ellera			
CARLSBAD, CALIFORNIA 92008-7328	Signature of P	erson Mailing Correspondence			
TEL: (760) 930-8493	1				
FAX: (760) 930-5019	<u> </u>	USAN GLENN ne of Person Malling Corresmindence			

EMAIL: MIKECA@CALLAWAYGOLF.COM

Typed or Printed Name of Person Malling Correspondence

P26/R::V02

P28/F.EV02

SEP 2 3 2004

TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL DOUBLE Docket No. PATENTING REJECTION OVER A PENDING SECOND APPLICATION PU2153 In re Application of: REYES 10/604,520 Application No. 7/28/04 Filed: IRON GOLF CLUB HEAD For: percent 100.00 CALLAWAY GOLF COMPANY granted on pending second Application Number 10/065,233 , filed on 9/26/02 The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for anciduring such period that it and any patent granted on the second application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns. In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the second application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 3" CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant. Check either box 1 or 2, if appropriate. For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon. The undersigned is an attorney of record. 2. Large entity Owner/applicant is Small entity and is to be paid as follows: \$110.00 The terminal disclaimer fee under 37 CFR 1.20(d) is A check in the amount of the fee is enclosed. The Director is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account Number _ 500303 ☐ Payment by credit card. Form PTO-2038 is attached. WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038. PTO suggested wording for terminal disclaimer was changed (if changed, an explanation should be supplied.) unchanged. 23. 2004 Dated: I hereby certify that this correspondence is being deposited with the United States Postal Service with Name and Address of Person Signing sufficient postage as first class mail in an envelope addressed to "Commissioner for Patents, P.O. Elox 1450." MICHAEL A. CATANIA Alexandria, VA 22313-1450" [37 CFR 1.8(a)] on **REG. NO. 36474** CALLAWAY GOLF COMPANY 2180 RUTHERFORD ROAD Signature of Person Mailing Correspondence CARLSBAD, CALIFORNIA 92008-7328 TEL: (760) 930-8493 SUSAN GLENN FAX: (760) 930-5019 Typed or Printed Name of Person Malling Correspondence

EMAIL: MIKECA@CALLAWAYGOLF.COM

RECEIVED CENTRAL FAX CENTER FAX NO.

SEP 2 3 2004

Terminal Disclaimer To Obviate A Double Patenting Rejection Over A Prior Patent		Docket No. PU2153		
In Re Application Of: REYES				
Serial No. 10/604,520	Filing Date 7/28/04	Examiner PASSANITI, S.	Group Art Unit 3711	
Invention: IRON GOL	F CLUB HEAD			
Owner of Record: CAL	LAWAY GOLF COMPANY			
TO THE ASSISTANT COMMISSIONER FOR PATENTS:				
The above-identified owner of record of a 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 6,769,998. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors and/or assigns. In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.				
Check either box 1 or 2 below, if appropriate. 1. For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.				
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.				
2. The undersigned is an attorney of record. **Dated: September 23, 2004 **Signature** **Dated: September 23, 2004				
Terminal disclain	CATANIA, REG. NO. 36474 of or Printed Name ner fee under 37 C.F.R. 1.20(d) inclusivering for terminal disclaimer was ter 37 C.F.R. 3.73(b) is required if ter	unchanged.	e assignee.	